APPENDIX

1. Stabilization Extension Act of 1944 (Act of June 30, 1944, 58 Stat. 632, 50 U. S. C. App., Supp. IV, sec. 901 *et seq.*

Sec. 108 (b). Subsection (e) of section 205 of the Emergency Price Control Act of 1942, as amended, is amended to read as follows:

"(e) If any person selling a commodity violates a regulation, order, or price schedule prescribing a maximum price or maximum prices, the person who buys such commodity for use or consumption other than in the course of trade or business may, within one year from the date of the occurrence of the violation, except as hereinafter provided, bring an action against the seller on account of the overcharge. In such action, the seller shall be liable for reasonable attorney's fees and costs as determined by the court, plus whichever of the following sums is the greater: (1) Such amount not more than three times the amount of the overcharge, or the overcharges, upon which the action is based as the court in its discretion may determine, or (2) an amount not less than $25 or more than $50, as the court in its discretion may determine: *Provided, however,* That such amount shall be the amount of the overcharge or overcharges or $25, whichever is greater, if the defendant proves that the violation of the regulation, order, or price schedule in question was neither wilfull nor the result of failure to take practicable precautions against the occur-

rence of the violation. For the purposes of this section the payment or receipt of rent for defense-area housing accommodations shall be deemed the buying or selling of a commodity, as the case may be; and the word 'overcharge' shall mean the amount by which the consideration exceeds the applicable maximum price. If any person selling a commodity violates a regulation, order, or price schedule prescribing a maximum price or maximum prices, and the buyer either fails to institute an action under this subsection within thirty days from the date of the occurrence of the violation or is not entitled for any reason to bring the action, the Administrator may institute such action on behalf of the United States within such one-year period. If such action is instituted by the Administrator, the buyer shall thereafter be barred from bringing an action for the same violation or violations. Any action under this subsection by either the buyer or the Administrator, as the case may be, may be brought in any court of competent jurisdiction. A judgment in an action for damages under this subsection shall be a bar to the recovery under this subsection of any damages in any other action against the same seller on account of sales made to the same purchaser prior to the institution of the action in which such judgment was rendered."

Section 108 (c) The amendment made by subsection (b), insofar as it relates to actions by buyers or actions which may be brought by the Administrator only after the buyer has failed to institute an action within thirty days from the occurrence of the violation, shall be applicable only with respect to violations, occurring after

the date of enactment of this Act. In other cases, such amendment shall be applicable with respect to proceedings pending on the date of enactment of this Act and with respect to proceedings instituted thereafter.

2. Maximum Price Regulation 341

§ 1360.504 Maximum Prices in General—(a) *Method of computing maximum price.* In determining the maximum price for any used commercial motor vehicle, the "base price" for such vehicle shall first be computed in accordance with § 1360.505. The allowable percentage factor, corresponding to the age of the vehicle, as defined in paragraph (b) of this section, shall then be ascertained from the table of percentages contained in paragraph (c) of this section. The maximum price shall be determined by multiplying such "base price" by such allowable percentage. However, when a vehicle is sold by a dealer on a reconditioned and guaranteed basis the maximum price may be increased as provided in § 1360.506 and in certain other cases the maximum price may be increased as provided in § 1360.507.

(b) *Method of determining age of vehicle.* For the purpose of this regulation, the term "age" means the following:

(1) *For a complete used commercial motor vehicle or the chassis only of a used commercial motor vehicle.* (i) The period measured from the month and year in which the chassis of the used commercial motor vehicle was delivered when new to a person who purchased it for use and not for purposes of resale, if such date of delivery

can be supported by original bill of sale or original invoice or certified copies thereof, or

(ii) If such evidence is not available, the period measured from the first day of January of the year by which the model and year of manufacture of the chassis of the vehicle is designated by its manufacturer, or

(iii) If that information cannot be ascertained, a period of more than 72 months.

* * * * *

(c) *Table of percentages corresponding to the age of the vehicle, by which the "base price" is to multiplied.*

Age:	Percent
Six mos. or less	90
More than 6 mos. to 12 mos	81
More than 12 mos. to 18 mos	73
More than 18 mos. to 24 mos	66
More than 24 mos. to 30 mos	59
More than 30 mos. to 36 mos	53
More than 36 mos. to 42 mos	48
More than 42 mos. to 48 mos	43
More than 48 mos. to 54 mos	39
More than 54 mos. to 60 mos	35
More than 60 mos. to 66 mos	32
More than 66 mos. to 72 mos	29
More than 72 mos	26

* * * * *

§ 1360.506 Reconditioned and guaranteed used vehicles sold by dealers—(a) *Maximum price.* For any used commercial motor vehicle which has been reconditioned by a dealer and which has been guaranteed by such dealer in accordance with paragraph (c) of this section, the maximum price applicable to the sale of such vehicle by the dealer shall be the sum of subparagraphs (1), (2) and (3), except that in no event shall the maximum price for such reconditioned and guaranteed

vehicle exceed the price determined by applying to the "base price," computed in accordance with § 1360.505, the applicable percentage set forth in paragraph (b) of this section. Furthermore, this special price is not available if the vehicle has been used or rented after completion of the reconditioning.

(1) The price determined by multiplying the "base price" computed in accordance with § 1360.505, by the appropriate percentage in the Table contained in paragraph (c) of § 1360.504;

(2) 5% of (1); and

(3) The prices of any parts, materials and services needed and supplied by the dealer in reconditioning the vehicle for the purpose of sale, including dismantling for purposes of inspection. These prices must not exceed applicable maximum prices for such parts, materials, and services, when supplied by the dealer in the course of a repair job for a regular customer.

* * * * *

(c) *Guarantee to be furnished to purchaser.* No vehicle shall be sold at a price determined in accordance with this section unless the dealer shall furnish the purchaser with a signed guarantee in the form set forth in § 1360.521, Appendix B. A dealer may grant an additional guarantee, but the maximum price shall not be increased thereby. A purchaser of such vehicle is advised to retain the guarantee furnished under this paragraph (c), as well as the sales invoice, for use in connection with a possible resale of such vehicle within one year of its purchase. (See § 1360.507 (a).)

3. Revised Maximum Price Regulation 341

§ 5 Maximum prices for used vehicles. Except for special cases provided for in section 9, to figure the maximum price of a used vehicle, the seller must

(a) Find the "base price" according to section 6; and

(b) Multiply such "base price" by the percentage in section 7 (a) applicable to the model year of the vehicle and the condition in which it is sold ("as is" or "warranted"). Before the percentage applicable to a "warranted" vehicle can be used the vehicle must be in the condition required by section 8 and the warranty stated in that section must be furnished to the purchaser.

* * * * *

§ 7 Percentage to be used in multiplying "base price" to obtain maximum price and the method for adjusting percentage to allow for depreciation—(a) *Table of percentages*—(1) *For a used vehicle or chassis.* For a used vehicle or a used vehicle chassis, the percentage to be used in multiplying the "base price" to obtain the maximum price shall not exceed the percentage stated in the following schedule which is applicable to the model year of the vehicle as determined by the manufacturer and the condition in which the vehicle is sold ("as is" or "warranted").

Model year	Percentages	
	"As is"	"Warranted"
	Percent	*Percent*
1943 and 1942 (sold new in 1943)	92	103
1942	85	97
1941	73	86
1940	63	78
1939	58	73
1938	55	70
1937	51	67
1936	46	62
1935	41	58
1934	37	54
1933*	33	50

*1932 and lower model year vehicles take the percentages applicable to 1933.

Where the manufacturer did not designate a model year for the vehicle when it was new, the year including the date when it was delivered new to the first purchaser for use shall be considered as the model year if such date of delivery can be substantiated by the motor or serial number or by the original bill of sale or original invoice. If such information cannot be obtained, the year 1933 shall be considered as the model year.

(2) *For a body of a used vehicle.* For a body of a used vehicle, the percentage to be used in multiplying the "base price" to obtain the maximum price shall not exceed the percentage listed in the schedule in subparagraph (1) which is applicable to the model year and the condition in which the body is sold ("as is" or "warranted"). The model year is the year of the original manufacture of the body or the model year 1933.

* * * * *

§ 8 "Warranted" used vehicle. (a) A "warranted" used vehicle, which includes a chassis or body sold separately, is one in good operating

condition for which the dealer furnishes the following warranty:

DEALER'S WARRANTY

The used vehicle described below is hereby warranted to be in good operating condition, and to remain in such condition under normal use and service for a period of 30 days after delivery, or 1000 miles, whichever may first occur.

We agree, if said vehicle is delivered during the above period to our place of business, to make with reasonable promptness any repairs or replacements which may be necessary to its good operating condition in accordance with normal use and service.

This warranty does not extend to tires, tubes, paint, glass, upholstery, or to any repairs or replacements made necessary by misuse, negligence, or accident.

Make of used vehicle_____ Model_____
Date of delivery_____ Speedometer reading_____
Serial or motor number _____
Total selling price $_____

_____
(Name of dealer making sale)

Per _____
(Name of proper representative thereof, and title)

_____
(Address)

(b) A dealer may extend to the purchaser warranties in addition to those provided in the warranty stated in paragraph (a), but this shall be done in a warranty separate and in addition to the warranty provided in paragraph (a), and the maximum price established by section 5 shall not be increased thereby.

(c) If any dealer shall fail to perform his obligations under the terms of the warranty provided in paragraph (a), he shall be deemed to have violated the provisions of this regulation to the extent that the price charged exceeded the price determined under section 5 for the used vehicle sold "as is."

4. H. Rep. No. 1698, 78th Cong., 2d sess., p. 23

SUITS FOR DAMAGES

Both the Senate bill and the House amendment rewrote subsection (e) of section 205 of the Emergency Price Control Act of 1942, the so-called treble-damage provision. The differences between existing law and the provision in the House amendment were explained in the report of the House Banking and Currency Committee.

By an amendment on the floor of the House the subsection was modified so that in addition to attorney's fees and costs the amount which could be recovered was the greater of the following: (1) Such amount not more than $50 or treble the amount of the overcharge or the overcharges whichever is greater, upon which the action is based as the court in its discretion may determine, or (2) $50. In the conference substitute this part of the subsection has been modified so that in

addition to attorney's fees and costs the amount which may be recovered is (1) such amount not more than three times the amount of the overcharge or the overcharges, upon which the action is based as the court in its discretion may determine, or (2) an amount not less than $25 nor more than $50, as the court in its discretion may determine. Under the first clause the buyer of the commodity would be entitled, of course, to recover a minimum of the amount of the overcharge, or the overcharges, for which the action is brought.

5. Statement of Senator Wagner (90 Cong. Rec., 6368, June 21, 1944)

Both the Senate and the House bills contained different amendments to subsection (e), reducing in appropriate cases the amount of damages recoverable thereunder. The original act set the damages at three times the amount of the overcharge or $50, whichever was the greater. The conference agreement is designed to provide a range of damages within which the court has discretion to determine the amount recoverable in a given case. The minimum limits of the range are the amount of the overcharge or $25, whichever is the greater. The maximum limits are three times the amount of the overcharge or $50, whichever is the greater. As under the original act, the seller is also liable for reasonable attorney's fees and costs.

U. S. GOVERNMENT PRINTING OFFICE: 1944